App. F. IX-4

1927. (Miscellaneous)

File No. 99-27

Previous References
Misc 99-25 1-1

Serial Nos. 1-2

Later References

General and Revenue Secretariat.

Serial Nos. 2—

Part B for November 1927

SUBJECT

Suits against Sri Vyasarayaswami Matt in respect of the lease of ~~the~~ Arepalyam-lands Madura Town

To the Hon'ble Court
No 1528 & 12-11-27.

(R 2)

Approves of the payment of Rs 1000 to Kuppu-Iyanniar in settlement of the above suits

Copy to Comptroller & 12-11-27

G. R S. 11] 1927.

GENERAL AND REVENUE SECRETARIAT.

(Muz.)

NOTES.

File No. 99/1927

FILE HEADING.

Suits against Sri Vyasaraya Swamy mutt in respect of the lease of Anepalyam lands in Madura town.

From

The Inspector General of Commercial Intelligence & Statistics, Madras.

No. C. 410 Dated 2-11-1927 Received

Diary No. 550	Enclos. —	Spare Copies —	Serial No. 1

BRIEF ABSTRACT OF LETTER.

Submits records connected with the compromise to be effected with Mr. Kuppuswamier, Son of the late Mr. Balaswamier so that he may withdraw the suits against the mutt, and recommends payment of a

NOTES AND ORDERS.

Sum of ~~Rs~~ 1000/- from the Mutt funds -

Muz. 7. No. 99-25 on the Subject is submitted. In connection with a notice from the Pleaders (of Mr. Baladhandier) Mr. Vaidyanatha Aiyar

NOTES—First Sheet.

General and Revenue Secretariat.

File No. 99 of 1927.

Serial No.

regarding the failure on the part of the matt to file a Satisfaction memo in the court in respect of the Decree amount paid by his client, the pleader was informed that the matt properties were not under Govt. management when the Decretal amount was paid, and that Govt. are not responsible for this transaction (Vide letter no. 1012 dt 8/2/1926).

A

DR—S.O. Sanctioning the M.C's recommendation, is submn. for appl. or orders.

M 4/11/27 4.11.27

4 A memo of facts received unofficially from the matt Board, is submn. as desired

M 5.11.27 5.11.27

The Murrai Comm's letter dt 2/11/27 is submitted for perusal The suit proposed to be compromised relates to

NOTE—Contn. sheet.

WD 0324—GPB—60,000—24 5 27

550

General and Revenue Secretariat.

File No. 99 of 1927.

Serial No.

property outside the State. This property is not under Government management. Government are therefore not in a position to enter into any compromise in this suit on behalf of the Mutt. The Agent for the Mutt for these out side properties proposes not to agree to the compromise. Such approval has to come from the Government of the Government. In such circumstances the Madras Commissioner would not like to take it upon himself to approve of the compromise. The Swami, however, has approved of the terms proposed. There is therefore no objection to ordering the payment of the suit on behalf of the Swami. The Madras Commissioner may, however, be informed that the payment is to be made without prejudice to the responsibility of the Mutt and its Agent for outside the properties.

Draft proceedings if submitted for approval.

Where has this mentioned? Jones 10/11/27

Second Member)

OFFICE OF THE SECOND MEMBER, BOARD OF REVENUE
8 NOV. 1927
No. 2479

7059/10/H

8/11

A. Appo
Jones
10.11.27

2. To. Mar Court
No 752 Dt 12.11.27
Authorises Thoba C. to draw Rs 1,000/- from Mutt funds in his charge for payment to the party in No 752 Dt 12.11.27 Copy to Exemption for India

NOTE—Contn. sheet

No. C 410/27-28 Office of the Muzrai Commissioner in Mysore.
On file

Dated Pangalore, 2nd November 1927.

FINANCIAL SECRETARY
3 NOV. 1927
No. 6042

From

P. G. D'Souza, Esq., B.A., B.L.,
Muzrai Commissioner in Mysore,
Pangalore.

To

P. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of His
Highness the Maharaja of Mysore,
Financial Department.

Sir,

In submitting herewith the entire records connected with the compromise to be effected with Mr. Kuppuswamier son of the late Mr. Balaswamier, so that he may withdraw the suits against the Matt for Rs.2510/- in respect of the lease of Anepalyam lands in Madura town, I have the honor to state that as stated by the agent, the party has to be paid Rs.1000/- immediately and the accounts settled. As the Swamigalu is on tour and as there is not sufficient interval to communicate with him and get the requisite funds, I request that Government may be pleased to sanction the payment of this sum from the Matt funds at my credit in the State Huzur Treasury, which amount to Rs.15558/4/ now.

Favour of immediate orders is requested.
The file of papers may be kindly returned.

I have the honor to be,
Sir,
Your most obedient servant,
Asst Commissioner
for Muzrai Commissioner.
Absent from Station

OFFICE OF THE AGENT,
SRI VYASARAYASWAMY
MUTT PROPERTIES OUTSIDE MYSORE, BASAVANGUDI,
BANGALORE CITY.

Dated 5:11:27

Received - 2.45 pm
Bg
5-11-27

AV - absence

Memo.

Description of suits compromised between Sri Vyasarayaswami Mutt and Puliyadi Balusamier's son Kuppusamier of Madura.

I Suit prefered in 1925 by the late Balusamier against Sri Mutt for Rs. 2000/- damages for not fulfilling the terms of an agreement between Mr. Srinivasgopal on behalf of Sri Mutt & Mr. Balasamier. This is briefly as follows:—

(1) One Venkatarayachar & his son held a permanent lease of a plot of land belonging to Sri Vyasarayaswami Mutt in Madura Town In 1905 these sold their lease hold right of the land to Puliyadi Balusamier of

Madura Rs. 44757-

Balusamier was to have come into possession of the land in 1912 up to which period it had been leased out to one Venkatsami Naik of Madura.

(2) In the same year 1905 the Mysore Govt took up the management of the Mutt Estates under their Control.

(3) In 1911 Venkatsami Naik managed to get from the Govt a lease of the land for 17 years at an annual rental of Rs. 130/- As the Govt did not recognise either the perpetual lease of Venkatarayachar or his sale to Balusamier, and Hence Continued in possession of the land even after 1912 when his lease from Venka-Carayachar Expired.

(4) In 1913 Balusamier

Sued V ami Naik
& Sri Mutt for declaration
& possession of the property
and the suit failed in the
Sub Court of Madura -
Thereupon he appealed
High Court and there it was
decided in his favor in 1916 -
He immediately took
possession of the land from
Venkatasami Naik & recovered
mesne profits from him.
(5) The Mutt preferred
to the Privy Council where
the appeal was allowed and
the decision of the High Court
set aside and the order of
the original Sub Court was
upheld and Costs were ordered
to be paid by Balusamier
to the Mutt in 1921 - Venkat
Sami Naik thereupon
regained possession
of the land and in 1923 paid
to the Mutt Rs 1327-7-- being
the arrears of Jutta amount

Sources of sums from
Balusamier were then
made out as shewn below
in a personal meeting of the
Mutt authorities represented
by the late Mr. Lakshmi
Narasimha Rao as Vice Presi
-dent of an Advisory Com
-mittee organised for the
Management of the Mutt
Estates because the Govt.
had then transferred back
the Management to the Mutt
& Mr. Balusamier's Son & others

1. Actual Cost in Privy Council
appeal — Rs. 5968-14-

2. Interest on the above
-for 1 year. — } 360-0-

3. Amount of Compensation
awarded for a portion of
the land having been
taken up by the Munici
-cipality which had
been received by Balu
Samier on the strength
of the decision in the High
Court in his favor. — } 13700-0-

(4) Interest thereon for 5½ years. - } 45-22

(5) Cost of the land for 11 years from 1911 } 1430-0-0

(6) Interest on the above 500-0-0

(7) Lower Court Costs - 374-4-9

(8) Interest on item No. 7 - 144-13-3

27000-0-0

All these charges were admitted by Mr. Balusamier & due from him - It may be noted that he agreed to pay items 5 & 6 also because he was very keen about having possession & enjoyment of the land himself & on suing V Sami Naik.

(7) Out of this amount of Rs. 27000/- a lump sum of Rs. 3000/- was remitted in consideration of Balusamier paying the balance of Rs. 24000/- in a lump sum the Mutt having recourse to executive proceedings & according he paid the full amount at - in 2 instalments.

(8) At the time of settling accounts Balusamier objected from the then Agent Mr.

Srinivas Iyal an ape
undertaking to cancel the lease
of Venkatsami Naik & to oust
him & lease out the land to
Balusamier. But to the end
the Mutt refrained under legal
advice from acting up to these
terms & hence Balusamier
preferred a suit against the
Mutt for Rs. 2000/ as damages for
not fulfilling the terms of the
agreement.

II. The other suit compromised
is as follows:— While the
accounts referred to in (6)
above were being settled, Mr.
Kuppusamier son of Balusamier
who had been in Bangalore
received from the Mutt authorities
on an on demand pro note Rs. 300/-
for his private expenses in
June 1923. This he did not
repay in spite of reminders.
Hence the Mutt launched a
suit against him for recovery
of this amount.

V Gopalaswamy Iyengar
Agent

To.
B. Ramiah Esq. B.A.
Supdt., Mysore branch
General Secretariat.
Bangalore

P. F. VI. G1]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 192

Date of issue 12/11/27

Signed by Mr M V Iyengar

List of enclosures .....

Copied by .....

Examined by .....

Section Mucz

File No. 99-27

Serial No. 2

No. 752
Cases civil

To The Insp. Comr.

Sir,

Adverting to your letter no C. 410 dy 2nd Novr 1927 in the matter of the compromise to be effected with Mr. Kuppuswamier Son of the late Mr Balaswamier so that he may withdraw the Suits against the Sri Vyasaraya Swamy mutt for Rs 2570 in respect of the lease of Arcotiyan lands in Madura-town

over

WD0325—GPB—30 000—26 5-27

I am directed to ~~State~~ Draw that
the suit proposed to be
compromised relates to property
which is not under ~~suit~~ Court's
management, and that ~~suit~~ Therefore
~~is therefore not in a position~~ it is feasible
~~to enter into any compromise~~ for me
~~in this suit on behalf of the~~
~~Mate. The Agent for the Mate~~
~~for these outside properties~~ can convey
proposals approval to the
compromise proposed by the agent.
~~and such approval~~
~~has to come from~~ As the Swamy has written to me
and not from Court, approved of the payment
~~and so therefore there~~ is no reason
there is no reason in these
circumstances why you should
have taken it upon yourself
to approve of the compromise.
~~As the Swamy has~~
however approved of the
~~payment proposed~~, I am
~~to convey sanction of~~
~~Govt to the payment~~
of a sum of Rs 1000/-

that the M C should
not have ~~refused~~
to approved of
this compromise

G. R. S. G/33]

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

from the Mall funds in your charge in the State Treasury. Treasury may be paid to the Agent of the Mall ~~and to add that the payment is to be~~ after understanding that the compromise is entered into ~~made~~ on the responsibility of the Mall and its Agent for outside properties.

b) The cuels - are returned.

I have &c.

Sd/- Asst Secy.

8/11/27

Copy to the Comptr, Hyderabad for a/c

Sd/- Asst Secy.

WD 2230 -GPB—1,00,000—23 7 20

A185 GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

GENERAL AND REVENUE SECRETARIAT,

No. 752
Muz: 99-27-2

Dated Bangalore, 12/1/ *192*7

From **B. Srinivasa Iyengar, Esq., B.A., B.L.,**

Secretary to the Government of His Highness the Maharaja of Mysore,
Financial ~~Muzrai~~ *Department.*

To

P.G. D'Souza, Esq., B.A., B.L.,
Muzrai Commissioner in Mysore, Bangalore.

Sir,

Adverting to your letter No. C.410 dated 2nd November 1927 in the matter of the compromise to be effected with Mr. Kuppuswamier, son of the late Mr. Balaswamier so that he may withdraw the suits against the Sri Vyasarava Swamy Mutt for Rs. 2510/- in respect of the lease of Aropolyam lands in Madura town, I am directed to observe that the suit proposed to be compromised relates to property which is not now under Government management and that Government therefore cannot convey approval to the compromise proposed by the Agent. As the Swamy however seems to have approved of the payment, ~~of~~ a sum of Rs. 1000/- from the Mutt Funds in your charge in the State Huzur Treasury may be paid to the Agent of the Mutt on the understanding that the compromise is entered into on the responsibility of the Mutt and its Agent for outside properties.

2. The enclosures are returned.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- B. Srinivasa Iyengar,

Secretary to Government,
Financial Department.

Memo No. 753 dated, Bangalore, the 22 November 1927.

Copy of the above is forwarded with compliments to the Comptroller to the Government of Mysore.

By order,

Secretary to Government,
Financial Department.